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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/835,481	04/17/2001	Linda Marie Hartman	10633/13	8060

23838 7590 09/04/2002

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EXAMINER

AMINI, JAVID A

ART UNIT

PAPER NUMBER

2672

DATE MAILED: 09/04/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/835,481

Applicant(s)

HARTMAN, LINDA MARIE

Examiner

Javid A Amini

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE ____ MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☐ Responsive to communication(s) filed on ____.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-4 is/are pending in the application.
- 4a) Of the above claim(s) ____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) ____ is/are allowed.
- 6) ☒ Claim(s) 1-4 is/are rejected.
- 7) ☐ Claim(s) ____ is/are objected to.
- 8) ☐ Claim(s) ____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on ____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on ____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. ____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) ____.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). ____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: .

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371 of this title before the invention thereof by the applicant for patent.

The changes made to 35 U.S.C. 102(e) by the American Inventors Protection Act of 1999 (AIPA) do not apply to the examination of this application as the application being examined was not (1) filed on or after November 29, 2000, or (2) voluntarily published under 35 U.S.C. 122. Therefore, this application is examined under 35 U.S.C. 102(e) prior to the amendment by the AIPA (pre-AIPA 35 U.S.C. 102(e)).

Claim 1-4 rejected under 35 U.S.C. 102(e) as being anticipated by Shirley, US patent 5,692,206, filed Nov. 30, 1994.

1. Claim 1,

Claim 1 “defining a requirements file for said request for proposal including a performance specification and a prescriptive specification by selecting product descriptors from an owner database”.

Shirley discloses in Fig. 1A that the menus and toolbox functions of Microsoft Word are modified to allow user selection of functions that are specific to the contract generation system.

Note: The generated contract is contained specification and description of selecting products.

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Claim 1 “combining said requirements file with owner information to produce said request for proposal by selecting prewritten text segments from said owner database”;

Shirley shows in Fig. 6 that comprises a relatively simple sequence of eight general steps. It is contains owner information that is in the RFP.

Claim 1 “electronically linking attachments to said requirements file; sending said request for proposal with said attachments as a first overlay to a design builder”;

Shirley discloses in Fig. 1A that comprises a Contract Authoring System (CAS) program, Microsoft.RTM. Windows198 and Microsoft.RTM. Word for Windows.TM.. The CAS program is executed initially to begin the contract generation system 100. The CAS program uses conventional Dynamic Data Exchange (DDE) as the standard protocol for allowing two computer programs to communicate and exchange data with one another. Note: the exchange data are an attachment/configurations/a page/, to/from computers. The attachment can be drawing, text, pricing, pictures or combination of these items, and also has a name (first phase, first overlay, first action and etc.).

Claim 1 “opening and reading said first overlay with reference to a proposer database correlating to said owner database”;

Shirley discloses in (Col. 14-15, lines 64-67, 1-3) the authoring control unit 502 then receives user inputs, and allows the user to move the cursor around within the displayed information, so that the user can find and read the desired information. The user can also utilize the legal advisor control unit 410 to navigate through the information available in the legal advisor 400.

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Note: the database is customized by the user or owner in either case the format must correlate with the format of RFP and respond to proposal content. The content may have information regarding construction, computers, services or a vehicle.

Claim 1 “preparing a responding proposal from said design builder by adding detailed product descriptors selected from said proposer database to said first overlay and producing a second overlay”;

Shirley (Col. 2, lines 24-36) one aspect of the invention involves a contract authoring system implemented on a computer. The contract authoring system has a contract authoring unit responsive to requests from a user to manage the creation of a contract document. The authoring system also has a legal advisor coupled to the contract-authoring unit. The legal advisor has information for display to the user that sets forth explanations or definitions. An auxiliary document unit is coupled to the contract-authoring unit and is responsive to requests from the user to create documents associated with the contract document. The system also has provision libraries having at least a plurality of provisions defined for contract documents.

Note: This may call first phase/overlay/chapter. The contract authoring unit will issue the new version/steps of the proposal in respect to responding proposal.

Claim 1 “attaching proposer information and a cost statement to said second overlay”;

The same rejection of claim 1 (c) will apply to claim 1 rejection.

Claim 1 “sending said second overlay from said design builder to said owner”;

The same rejection of claim 1 (e) will apply to claim 1 rejection. This overlay contains information (responding to proposal) from builder/customer/owner/user that is sending over the internet or private communication to builder/customer/owner/user.

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Claim 1 “producing an electronic comparison file by comparing said first overlay and said second overlay”;

Shirley discloses in (Col. 2, lines 51-55) that the contract authoring system can also include a redline unit (comparing) responsive to a request by the user to compare first (first overlay) and second (second overlay) contract documents and indicate the variations between the first and second contract documents. Note: the process will continue on to third and next contract documents (third overlay). The information from first document will be in second document and the information from first and second documents will be in third document and so on. The last document is contained the most detailed information.

Claim 1 “using a document-use global switch option in said steps of defining and preparing”.

Shirley shows in Fig. 1B the email unit that means is connected to other computers in different location (globally).

2. Claim 2,

Claim 2 “choosing the document-use global switch option corresponding to a request for proposal in order to convert the grammar of product descriptors to the imperative language appropriate to a request for proposal”;

Shirley discloses in (Col. 4, lines 8-14) that a person of skill in the art can refer to documentation describing the operation of Microsoft.RTM. Word, as well as descriptions of DDE and the DLL, to implement the concepts of the invention see Fig. 11A. Note: the Microsoft Word has options of spelling/grammar/set languages under tools.

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Claim 2 “selecting at least one first product element from a first set of product elements on said owner database”;

Shirley shows in Fig. 3 and (Col. 8-9 lines 64-67, 1-8) to select supplemental provisions from the supplemental provision sets 324, 334, 354, 364, 384, and 394, in the provision libraries 300, the user moves the cursor to a provision in the general provisions document 206 for which a supplemental provision is desired and selects a function of supplemental provisions. The contract-authoring unit 500 then provides supplemental provisions related to the current provision from one or more of the supplemental provision sets 324, 334, 354, 364, 384, and 394. The user then selects one of the supplemental provisions, and the contract authoring unit 500 places the selected supplemental provision in the general provisions document 206 below the current provision.

Claim 2 (c) “selecting from said owner database at least one performance value for said at least one first product element”;

The same rejection of claim 2 will apply to claim 2 rejection, because the selection of one or more product element must accomplished from a database that user/owner/builder/customer has an access to it.

Claim 2 “customizing said at least one product element and said at least one performance value by adding and subtracting text”;

Shirley discloses in Abstract that the contract generation system provides various standard documents that can be customized for each deal. Note: customizing means: changing/adding/subtracting text or drawing.

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Claim2 “storing a first representative for said customized at least one product element and said customized at least one performance value in electronic form”.

The same rejection of claim 2 will apply to claim 2 rejection, because the customization is done on a PC (s) or a database, these are considered as electronic forms.

3. Claim 3,

Claim 3 “receiving said first overlay; constructing said second overlay using first overlay”; Shirley (Col. 2, lines 24-36) one aspect of the invention involves a contract authoring system implemented on a computer. The contract authoring system has a contract-authoring unit responsive to requests from a user to manage the creation of a contract document. The authoring system also has a legal advisor coupled to the contract-authoring unit. The legal advisor has information for display to the user that sets forth explanations or definitions. An auxiliary document unit is coupled to the contract-authoring unit and is responsive to requests from the user to create documents associated with the contract document. The system also has provision libraries having at least a plurality of provisions defined for contract documents.

Note: This may call first phase/overlay/chapter. The contract-authoring unit will issue the new version/steps of the proposal in respect to responding proposal.

Claim 3 “choosing the document-use global switch option corresponding to a proposal in order to convert the grammar of product descriptors to the promissory language appropriate to a proposal”.

Shirley (Col. 2, lines 24-36) one aspect of the invention involves a contract authoring system implemented on a computer. The contract authoring system has a contract authoring unit

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responsive to requests from a user to manage the creation of a contract document. The authoring system also has a legal advisor coupled to the contract-authoring unit. The legal advisor has information for display to the user that sets forth explanations or definitions. An auxiliary document unit is coupled to the contract-authoring unit and is responsive to requests from the user to create documents associated with the contract document. The system also has provision libraries having at least a plurality of provisions defined for contract documents.

Note: This may call first phase/overlay/chapter. The contract authoring unit will issue the new version/steps of the proposal in respect to responding proposal.

4. Claim 4,

Claim 4 “choosing the document-use global switch option corresponding to instructions for a sub-contractor in order to convert the grammar of product descriptors to the imperative language appropriate to instructions for subcontractors”;

Shirley (Col. 2, lines 24-36) one aspect of the invention involves a contract authoring system implemented on a computer. The contract authoring system has a contract authoring unit responsive to requests from a user to manage the creation of a contract document. The authoring system also has a legal advisor coupled to the contract-authoring unit. The legal advisor has information for display to the user that sets forth explanations or definitions. An auxiliary document unit is coupled to the contract-authoring unit and is responsive to requests from the user to create documents associated with the contract document. The system also has provision libraries having at least a plurality of provisions defined for contract documents.

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Note: This may call first phase/overlay/chapter. The contract-authoring unit will issue the new version/steps of the proposal in respect to responding proposal.

Claim 4 “sending said second overlay to a third device of a supplier of materials for said product”;

Shirley (Col. 2, lines 24-36) one aspect of the invention involves a contract authoring system implemented on a computer. The contract authoring system has a contract-authoring unit responsive to requests from a user to manage the creation of a contract document. The authoring system also has a legal advisor coupled to the contract-authoring unit. The legal advisor has information for display to the user that sets forth explanations or definitions. An auxiliary document unit is coupled to the contract-authoring unit and is responsive to requests from the user to create documents associated with the contract document. The system also has provision libraries having at least a plurality of provisions defined for contract documents.

Note: This may call first phase/overlay/chapter. The contract-authoring unit will issue the new version/steps of the proposal in respect to responding proposal.

Claim 4 “Selecting at said third device a third set of data from a supplier database correlating to said proposer database”;

Shirley discloses in (Col. 2, lines 51-55) that the contract authoring system can also include a redline unit (comparing) responsive to a request by the user to compare first (first overlay) and second (second overlay) contract documents and indicate the variations between the first and second contract documents. Note: the process will continue on to third and next contract documents (third overlay). The information from first document will be in second

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document and the information from first and second documents will be in third document and so on. The last document is contained the most detailed information.

Claim 1 “using a document-use global switch option in said steps of defining and preparing”.

Shirley shows in Fig. 1B the email unit that means is connected to other computers in different location (globally).

Claim 4 “constructing a third overlay by adding detailed product descriptors from said supplier database”.

Shirley discloses in (Col. 2, lines 51-55) that the contract authoring system can also include a redline unit (comparing) responsive to a request by the user to compare first (first overlay) and second (second overlay) contract documents and indicate the variations between the first and second contract documents. Note: the process will continue on to third and next contract documents (third overlay). The information from first document will be in second document and the information from first and second documents will be in third document and so on. The last document is contained the most detailed information.

Claim 1 “using a document-use global switch option in said steps of defining and preparing”.

Shirley shows in Fig. 1B the email unit that means is connected to other computers in different location (globally).

Claim 4 “choosing the document-use global switch option corresponding to a proposal in order to convert the grammar of product descriptors to the promissory language appropriate to a proposal to the design-builder”;

Shirley (Col. 2, lines 24-36) one aspect of the invention involves a contract authoring system implemented on a computer. The contract authoring system has a contract-authoring unit

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responsive to requests from a user to manage the creation of a contract document. The authoring system also has a legal advisor coupled to the contract-authoring unit. The legal advisor has information for display to the user that sets forth explanations or definitions. An auxiliary document unit is coupled to the contract-authoring unit and is responsive to requests from the user to create documents associated with the contract document. The system also has provision libraries having at least a plurality of provisions defined for contract documents.

Note: This may call first phase/overlay/chapter. The contract-authoring unit will issue the new version/steps of the proposal in respect to responding proposal.

Claim 4 "sending said third overlay to said second device".

Shirley discloses in Fig. 1A that comprises a Contract Authoring System (CAS) program, Microsoft.RTM. Windows198 and Microsoft.RTM. Word for Windows.TM.. The CAS program is executed initially to begin the contract generation system 100. The CAS program uses conventional Dynamic Data Exchange (DDE) as the standard protocol for allowing two computer programs to communicate and exchange data with one another. Note: the exchange data is/are (an) attachment/configurations/a page/, to/from computers. The attachment can be drawing, text, pricing, pictures or combination of these items, and also has a name (first phase, first overlay, first action and etc.).

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Javid A Amini whose telephone number is 703-605-4248. The examiner can normally be reached on 8-5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Michael Razavi can be reached on 703-305-4713. The fax phone numbers for the organization where this application or proceeding is assigned are 703-746-8705 for regular communications and 703-746-8705 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-306-0377.

Javid Amini
August 27, 2002



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